

## NEW CUSTOMER CREDIT APPLICATION

Company Name:		
Address:		
City:	State:	Zip:
Purchaser:	Telephone #:	Fax #:
Controller:	Telephone #:	Fax #:

### Type of Business:

<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
State:	Years in business:	D & B No:

### Owners & Principals

Name:	Title:
Home Address:	
City:	State: Zip: Telephone #:
Name:	Title:
Home Address:	
City:	State: Zip: Telephone #:

### References

Bank # 1:	Address:
Contact:	Telephone #: Account Type: Account #:
Bank # 2:	Address:
Contact:	Telephone #: Account Type: Account #:
Trade Name #1:	Telephone #: Fax #:
Address:	
Contact:	Contact / Title:
Trade Name #2:	Telephone #: Fax #:
Address:	
Contact:	Contact / Title:
Trade Name #3:	Telephone #: Fax #:
Address:	
Contact:	Contact / Title:
Trade Name #4:	Telephone #: Fax #:
Address:	
Contact:	Contact / Title:
Sales Person:	

## PERSONAL GUARANTEE

<b>Corporate Customer &amp; Address:</b>	<b>Personal Guarantor &amp; Address:</b>	<b>Creditor:</b> <b>Shapes Unlimited, Inc.</b> <b>590 E Western Reserve Rd.</b> <b>Youngstown, OH 44514</b>
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For good and valuable consideration, and as an inducement for Creditor to grant credit to Customer or otherwise assume a credit risk associated with Customer, Guarantor hereby unconditionally, absolutely, and irrevocably guarantees to Creditor the full and prompt payment and performance (whether at maturity, by acceleration, or otherwise) of any and all loans, advances, purchases, indebtedness, and any other obligation or liability of Customer owed to Creditor.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor, as well as its successors and assigns, without the need for any prior suit or proceedings of any kind against Customer or its successors and assigns, and without the need for any notice of non-payment, non-performance, or non-observance, or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. This Guaranty shall not be terminated, affected, or diminished by reason of the assertion or the failure to assert by Creditor against Customer, or against Customer's successors or assigns, any of the rights or remedies reserved to Creditor pursuant to any agreement between Creditor and Customer.

This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereby shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of any agreement between Creditor and Customer or by reason of any modification, waiver, or change of any of the terms, covenants, conditions, or provisions of any agreement between Creditor and Customer, or by reason of any extension of time that may be granted by Creditor to Customer, its successors and assigns, or by reason of any dealings or transactions or matter or thing occurring between Creditor and Customer, its successors or assigns, or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Customer, whether or not notice thereof is given to Guarantor.

Guarantor agrees that Guarantor's obligations hereunder shall not be deemed discharged or satisfied until the obligations of Borrower are fully paid and performed, and no such payments or performance with regard to Borrower's obligations is subject to any right on the part of any person whomsoever, including but not limited to any trustee in bankruptcy, to recover any of such payments. If any such payments are so set aside or settled without litigation, all of which is within Creditor's discretion, Guarantor shall be liable for the full amount Creditor is required to repay, plus costs, interest, reasonable attorneys' fees and any and all expenses that Creditor paid or incurred in connection therewith, including such fees and expenses incurred in collection or enforcement of the obligations of other guarantors, if any. A successor of any Borrower, including any Borrower in its capacity as debtor in a bankruptcy reorganization case, shall not be considered to be a different person than such Borrower; and this Guaranty shall apply to all obligations incurred by such successor.

If (a) Creditor retains an attorney for collection of this Guaranty or this Guaranty is collected through any legal proceeding; (b) an attorney is retained to represent Creditor in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; (c) an attorney is retained to provide advice or other representation with respect to this Guaranty; or (d) an attorney is retained to represent Creditor in any proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Creditor upon demand all reasonable attorneys' fees, costs, and expenses incurred in connection therewith in addition to all other amounts due hereunder.

Any failure by Creditor to exercise a right hereunder shall not be construed as a waiver of said right, either at the time Creditor failed to exercise the right or at any time thereafter. In the event a court with jurisdiction over any dispute involving this agreement decides that a clause or provision contained herein is unenforceable in whole or in part, said clause or provision shall be considered severed from this agreement and only it shall be deemed inoperative. In such a case, the remainder of this agreement shall remain operative and in full force and effect. Creditor's rights and remedies under any agreement with Customer and the rights and remedies provided to Creditor herein are intended to be distinct, separate, and cumulative, and no such right or remedy therein or herein mentioned is intended to be an exclusion of or a waiver of any of the others. As a further inducement to Creditor to grant credit to Customer, and in consideration thereof, Creditor and Guarantor covenant and agree that in any action or proceeding brought on, under, or by virtue of this Guaranty, Creditor and Guarantor shall and do hereby waive trial by jury. This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio.

BY:

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Date



Shapes Unlimited, Inc.  
590 E. Western Reserve Road  
Building 4C  
Youngstown, OH 44514

### **CUSTOMER PROFILE SHEET**

Please answer the following questions and return the completed form with your credit references to our, Brittany McFall.  
Email: [bmcfall@shapesunlimited.net](mailto:bmcfall@shapesunlimited.net), or Fax 330-758-4353

**COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **WEBSITE** \_\_\_\_\_

Please provide your annual sales: \_\_\_\_\_

Please provide the year your business started: \_\_\_\_\_

How much do you anticipate spending with Shapes Unlimited, Inc.: \_\_\_\_\_

What credit limit are you requesting with Shapes Unlimited, Inc: \_\_\_\_\_

What Payment Terms you are requesting with Shapes Unlimited, Inc: \_\_\_\_\_

Are you Tax Exempt?? (check the box that applies)      ☐ YES      ☐ NO

- If yes, please provide documentation to [bmcfall@shapesunlimited.net](mailto:bmcfall@shapesunlimited.net) or Fax to 330-758-4353

Thank you for your interest in Shapes Unlimited, Inc.

Please allow 2 – 3 weeks for credit determination to be made.

If credit is extended, Brittany McFall will reach out via email with notification of approved credit limit and payment terms with Shapes Unlimited, Inc.

You represent that you are an authorized representative with authority to provide this information, and the information contained in this Application and any attachment is true, correct, and complete. You consent to Vendor obtaining information about the company, from credit reporting agencies and other sources Vendor deems appropriate in considering this Application. If credit is extended, you agree to be bound by all the Vendor's terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Please Email all 3 completed pages to Brittany McFall at [bmcfall@shapesunlimited.net](mailto:bmcfall@shapesunlimited.net) or Fax to 330-758-4353. Thank you.